



City of Charleston

JOHN J. TECKLENBURG
Mayor

South Carolina
Department of Public Service

LAURA S. CABINESS, PE
Director

**PUBLIC WORKS AND UTILITIES COMMITTEE
AGENDA**

There will be a meeting of the Public Works and Utilities Committee on Tuesday, January 10, 2017 to begin at 4:00 p.m. at 1st Floor Conference Room, 80 Broad Street. The following items will be heard:

A. Invocation

B. Approval of Public Works and Utilities Committee Minutes

December 6, 2016 – *DEFERRED*

December 20, 2016 – *DEFERRED*

C. Request to Set a Public Hearing

None

D. Acceptance and Dedication of Rights-of-Way and Easements

1. **Carolina Bay Phase 21A** - Acceptance and dedication of Bethel Way (50-foot right-of-way) and a portion of Conservancy Lane (50-foot right-of-way. Sidewalk and asphalt lift are bonded.
 - a. Title to Real Estate
 - b. Affidavit for Taxable or Exempt Transfers
 - c. Plat
 - d. Exclusive Storm Water Drainage Easements

E. Requests for Permanent Encroachments

1. **880 Island Park Drive, Daniel Island Square Phase 1, Daniel Island Performing Arts Center Multi-Use Development** – installing roof overhangs, canopies, handrails, and signage band encroaching into right-of-way.

F. Temporary Encroachments Approved By The Department of Public Service (For information only)

1. **3076 S. Shore Drive** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 12/22, 2016.**
2. **149 Brailsford Street** – installing irrigation encroaching into right-of-way. This encroachment is temporary. **Approved 12/22, 2016.**
3. **1444 Willtown Street** – transfer from contractor – irrigation installed in right-of-way. This encroachment is temporary. **Approved 12/22, 2016.**
4. **1636 Oak Leaf Street** – transfer from contractor – irrigation installed in right-of-way. This encroachment is temporary. **Approved 12/22, 2016.**
5. **2552 Private Lefler Drive** – installing 4-foot aluminum fence encroaching into drainage easement. This encroachment is temporary. **Approved 12/22, 2016.**
6. **1344 Seaside Plantation Drive** – installing 4-foot wooden fence encroaching into drainage easement. This encroachment is temporary. **Approved 12/22, 2016.**
7. **2869 Ortega Drive** – installing 6-foot wooden fence encroaching into drainage easement. This encroachment is temporary. **Approved 12/22, 2016.**
8. **3216 Grants Passage Drive** – installing 4-foot wooden fence encroaching into drainage easement. This encroachment is temporary. **Approved 12/22, 2016.**
9. **302 Rose Marie Drive** – installing 6-foot wood fence encroaching into drainage easement. This encroachment is temporary. **Approved 12/22, 2016.**
10. **1417 Widows Court** – installing 6-foot fence encroaching into drainage easement. This encroachment is temporary. **Approved 12/22, 2016.**

G. Miscellaneous or Other New Business

1. Update on Stormwater Policy for grandfathered commercial developments. Report to be presented at September Public Works & Utilities Committee meeting – *DEFERRED.*

Councilmember Perry K. Waring
Chairperson

STATE OF SOUTH CAROLINA)
)
COUNTY OF CHARLESTON)

TITLE TO REAL ESTATE

KNOW ALL MEN BY THESE PRESENTS, that CENTEX HOMES, a Nevada general partnership ("Grantor") in the state aforesaid, for and in consideration of the sum of ONE AND 00/100 DOLLAR (\$1.00), being the true consideration to it in hand paid at and before the sealing of these presents by the CITY OF CHARLESTON, the receipt whereof is hereby acknowledged, has granted, bargained, sold and released, and by these presents does grant, bargain, sell and release unto the said CITY OF CHARLESTON ("Grantee"), its successors and assigns, forever, the following described property which is granted, bargained, sold and released for the use of the public forever:

All of the property underneath, above, and containing those certain streets, roads, drives, and cul-de-sacs situate, lying and being in the City of Charleston, County of Charleston State of South Carolina, identified as (list street names) Carolina Bay Phase 21A
(Conservancy Lane and Bethel Way)

as shown and designated on a plat entitled FINAL PLAT SHOWING THE SUBDIVISION OF TMS NO. 307-00-00-009 (34.225 AC) TO CREATE CAROLINA BAY PHASE 21A CONTAINING 39 LOTS (7.045 AC), RIGHT OF WAYS (1.727 AC), H.O.A AREAS (8.979 AC) AND RESIDUAL TRACT (16.474 AC) PROPERTY OF CENTEX HOMES LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA."

prepared by HLA, Inc. _____,
dated 08/29/2016 _____, revised _____, and recorded on _____
in Plat Book _____ at Page _____ in the _____ Office for _____ County.
Said property butting and bounding, measuring and containing, and having such courses and distances as are shown on said plat. Reference being had to the aforesaid plat for a full and complete description, being all of the said dimensions, a little more or a little less.

This being a portion of the property conveyed to Grantor herein by deed of the The Charleston Company dated April 17, 2014 and recorded April 22, 2014 in Book 0400 at Page 532 in the RMC Office for Charleston County, South Carolina.

Grantee's Mailing Address:

City of Charleston
Department of Public Service
Engineering Division
2 George Street
Suite 2100
Charleston, South Carolina 29401

Portion of TMS No.:

307-00-00-009

TOGETHER with all and singular, the rights, members, hereditaments and appurtenances to the said premises belonging, or in anywise incident or appertaining.

TO HAVE AND TO HOLD, all and singular, the said premises before mentioned unto the CITY OF CHARLESTON, its successors and assigns forever.

AND Grantor does hereby bind itself and its heirs, executors and administrators, to warrant and forever defend, all and singular, the said premises unto the said City of Charleston, heirs and assigns, against Grantor and its heirs, and all persons whomsoever lawfully claiming, or to claim the same or any part thereof.

WITNESS our Hand(s) and Seal(s) this 14 day of November 2016.

SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:

[Signature]
Witness Number One

Scott Utsey
Printed Name

[Signature]
Witness Number Two

SIDNEY DUDLEY
Printed Name

CENTEX HOMES a Nevada general partnership
Grantor

[Signature]
Signature of Grantor

Matthew Raines
Printed Name Its: Division Vice President

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

This foregoing instrument was acknowledged before me (the undersigned notary) by Matthew Raines, the Division Vice President of CENTEX HOMES, a Nevada general partnership, on behalf of the Grantor on the 14 day of November, 2016.

Signature of Notary: Meagan Whitlow

Print Name of Notary: Meagan Whitlow

Notary Public for South Carolina

My Commission Expires: 09-14-2025

SEAL OF NOTARY

STATE OF SOUTH CAROLINA)

COUNTY OF CHARLESTON) AFFIDAVIT FOR TAXABLE OR EXEMPT TRANSFERS

PERSONALLY appeared before me the undersigned, who being duly sworn, deposes and says:

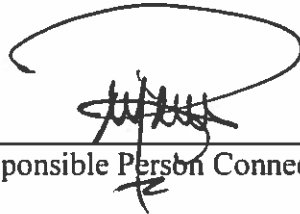
1. I have read the information on this affidavit and I understand such information.
2. The property was transferred by CENTEX HOMES, a Nevada general partnership
to City of Charleston on _____.
3. Check one of the following: The deed is
 - (A) _____ subject to the deed recording fee as a transfer for consideration paid or to be paid in money or money's worth.
 - (B) _____ subject to the deed recording fee as a transfer between a corporation, a partnership, or other entity and a stockholder, partner, or owner of the entity, or is a transfer to a trust or as distribution to a trust beneficiary.
 - (C) ☒ exempt from the deed recording fee because (See Information section of affidavit): conveyance to governmental entity (explanation required)
(If exempt, please skip items 4-7, and go to item 8 of this affidavit.)

If exempt under exemption #14 as described in the Information section of this affidavit, did the agent and principal relationship exist at the time of the original sale and was the purpose of this relationship to purchase the realty?

Check Yes _____ or No _____

4. Check one of the following if either item 3(a) or item 3(b) above has been checked. (See Information section of this affidavit):
 - (A) _____ The fee is computed on the consideration paid or to be paid in money or money's worth in the amount of _____
 - (B) _____ The fee is computed on the fair market value of the realty which is _____
 - (C) _____ The fee is computed on the fair market value of the realty as established for property tax purposes which is _____
5. Check YES ___ or NO ___ to the following: A lien or encumbrance existed on the land, tenement, or realty before the transfer and remained on the land, tenement, or realty after the transfer. If "YES," the amount of the outstanding balance of this lien or encumbrance is _____.
6. The deed recording fee is computed as follows:
 - (A) Place the amount listed in item 4 above here: _____
 - (B) Place the amount listed in item 5 above here: _____
(If no amount is listed, place zero here.)
 - (C) Subtract Line 6(b) from Line 6(a) and place the result here: _____

7. The deed recording fee is based on the amount listed on Line 6(c) above and the deed recording fee due is _____.
8. As required by Code Section '12-24-70, I state that I am a responsible person who was connected with the transaction as Division Vice President.
9. I understand that a person required to furnish this affidavit who willfully furnishes a false or fraudulent affidavit is guilty of a misdemeanor and, upon conviction, must be fined not more than one thousand dollars or imprisoned not more than one year, or both.



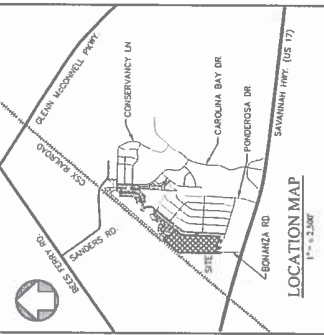
Responsible Person Connected with the Transaction

Matthew Raines, Division Vice President

Print or Type Name Here

Sworn this 14 day of November 20 16
Meagan Whitlaw
Notary Public for South Carolina
My Commission Expires: 09-14-, 20 25





LEGEND

---	BOUNDARY LINE & CORNER FOUND (AS DESCRIBED)
---	BOUNDARY LINE & CORNER SET (5/8" REBAR)
---	BOUNDARY LINE & CONCRETE MONUMENT FOUND
---	BOUNDARY LINE & CALCULATED POINT
---	ADJACENT BOUNDARY LINE
---	RIGHT OF WAY LINE
---	EASEMENT LINE (AS DESCRIBED)
---	CITY UNINCORPORATED LINE
---	OVERHEAD POWER LINE
---	UTILITY POLE
---	DE DRAINAGE EASEMENT
---	EACH SIDE
---	CITY OF CHARLESTON
---	ADDRESS

- REFERENCES**
1. TMS NO. 307-00-009
 2. PLAT BY ROBERT F. MOOTH & CO. DATED JULY, 1954 AND RECORDED IN PLAT BOOK 4, PAGE 121. CHARLESTON COUNTY RMC
 3. PLAT BY E.M. SEABROOK, JR. DATED DECEMBER 15, 1966 AND RECORDED IN PLAT BOOK 6, PAGE 7. CHARLESTON COUNTY RMC
 4. PLAT BY E.M. SEABROOK, JR. DATED DECEMBER 16, 1966 AND RECORDED IN PLAT BOOK 6, PAGE 156. CHARLESTON COUNTY RMC
 5. PLAT BY E.M. SEABROOK, JR. DATED JUNE 15, 1970 AND RECORDED IN PLAT BOOK 4A, PAGE 10. CHARLESTON COUNTY RMC
 6. PLAT BY E.M. SEABROOK, JR. DATED MARCH 2, 1971 AND RECORDED IN PLAT BOOK 0, PAGE 121. CHARLESTON COUNTY RMC
 7. PLAT BY E.M. SEABROOK, JR. DATED JUNE 29, 1972 AND RECORDED IN PLAT BOOK 4B, PAGE 13. CHARLESTON COUNTY RMC
 8. PLAT BY E.M. SEABROOK, JR. DATED JUNE 23, 1973 AND RECORDED IN PLAT BOOK 2, PAGE 64. CHARLESTON COUNTY RMC
 9. PLAT BY FORSBERG ENGINEERING, INC. DATED MARCH 4, 1988 AND RECORDED IN PLAT BOOK EC, PAGE 430. CHARLESTON COUNTY RMC
 10. PLAT BY ROBERT FRANK SURVEYING DATED SEPTEMBER 29, 2005 AND RECORDED IN PLAT BOOK DF, PAGE 304. CHARLESTON COUNTY RMC
 11. PLAT BY TM ELLER RLS, LLC DATED DECEMBER 10, 2007 AND RECORDED IN PLAT BOOK EL, PAGE 367. CHARLESTON COUNTY RMC
 12. PLAT BY TM ELLER RLS, LLC DATED AUGUST 19, 2008 AND RECORDED IN PLAT BOOK L08, PAGE 97. CHARLESTON COUNTY RMC
 13. PLAT BY TM ELLER RLS, LLC DATED APRIL 23, 2009 AND RECORDED IN PLAT BOOK L09, PAGE 326. CHARLESTON COUNTY RMC
 14. PLAT BY TM ELLER RLS, LLC DATED APRIL 23, 2009 AND RECORDED IN PLAT BOOK L09, PAGE 327. CHARLESTON COUNTY RMC
 15. PLAT BY SWA SURVEYING LLC DATED JULY 14, 2014 AND RECORDED IN PLAT BOOK L14, PAGE 335. CHARLESTON COUNTY RMC
 16. PLAT BY H.A. INC. DATED SEPTEMBER 24, 2015 AND RECORDED IN PLAT BOOK L16, PAGE 71. CHARLESTON COUNTY RMC

NOTES

1. AREA DETERMINED BY THE COORDINATE METHOD
2. PROPERTY APPEARS TO BE LOCATED IN FLOOD ZONE AE (EL. 11).
3. AS SCALED FROM FLOOD INSURANCE RATE MAP NUMBER 450180401A, COMMUNITY PANEL 45041Z DATED 7, EFFECTIVE NOVEMBER 17, 2004
4. NO UNDERGROUND EXPLORATION PERFORMED FOR THIS SURVEY
5. ALL FOUND PINS ARE 5/8" REBAR UNLESS OTHERWISE NOTED
6. THE USE OF ALL COMMON AREAS, PONDS, DRAINAGE, AND LANDSCAPE EASEMENTS
7. WATER AND SEWER TO BE PROVIDED BY CHARLESTON WATER SYSTEM (CWS)
8. NO FRIGES OR OTHER STRUCTURES SHALL BE LOCATED WITHIN DRAINAGE EASEMENTS OR WATER AND SEWER EASEMENTS
9. 5' GENERAL UTILITY EASEMENT LOCATED PARALLEL TO NEW RIGHTS OF WAY
10. 60' TEMPORARY CONSTRUCTION EASEMENT SHALL BE ABANDONED WITH THE RECONSTRUCTION OF EACH SUCCESSIVE PHASE
11. THE CITY OF CHARLESTON (COW) DRAINAGE EASEMENTS SHOWN ARE DEDICATED TO THE CITY OF CHARLESTON FOR ACCESS TO AND MAINTENANCE OF THE STORMWATER SYSTEM
12. THE PRIVATE DRAINAGE EASEMENTS SHOWN ARE DEDICATED TO THE H.O.A. FOR ACCESS TO AND MAINTENANCE OF THE STORMWATER FACILITIES WITHIN THE PRIVATE DRAINAGE EASEMENTS
13. THE ACCESS EASEMENT SHOWN IS DEDICATED TO THE CITY OF CHARLESTON FOR ACCESS TO AND MAINTENANCE OF THE STORMWATER FACILITIES WITHIN THE PRIVATE DRAINAGE EASEMENTS
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97. THE LONG-TERM MAINTENANCE AND OPERATION OF THE STORMWATER FACILITIES IS THE RESPONSIBILITY OF THE OWNER(S) OF THE FACILITIES
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99. THE LONG-TERM MAINTENANCE AND OPERATION OF THE STORMWATER FACILITIES IS THE RESPONSIBILITY OF THE OWNER(S) OF THE FACILITIES
100. THE LONG-TERM MAINTENANCE AND OPERATION OF THE STORMWATER FACILITIES IS THE RESPONSIBILITY OF THE OWNER(S) OF THE FACILITIES

TOTAL LOTS = 39
 - LARGEST LOT = LOT 105 - 04 (16,678 SF)
 - SMALLEST LOT = LOT 118 (9,859 SF)



I HEREBY STATE THAT TO THE BEST OF MY KNOWLEDGE AND BELIEF, THE SURVEY SHOWN HEREON ACCURATELY REPRESENTS THE TRUE AND CORRECT LOCATION OF THE BOUNDARIES AND EASEMENTS OF THE PROPERTY SHOWN. I AM A LICENSED SURVEYOR IN THE STATE OF SOUTH CAROLINA, AND MY EXPIRATION DATE IS 12/31/2024. I HAVE NO OTHER ENCUMBRANCES OR PROCEEDINGS OTHER THAN SHOWN.

DAVID R. LACEY
 OWNER'S REPRESENTATIVE, CENTEX HOMES

PLANNING & RMC USE ONLY

FINAL PLAT SHOWING
 THE SUBDIVISION OF
 TMS NO. 307-00-009 (04.225 AC)
 TO CREATE
 CAROLINA BAY PHASE 21A
 CONTAINING 39 LOTS (7.045 AC),
 RIGHT OF WAYS (1.727 AC),
 H.O.A. AREAS (8.979 AC), AND
 RESIDUAL TRACT (16.474 AC)
 PROPERTY OF
 CENTEX HOMES

PAGE 1 of 3

LOCATED IN
 THE CITY OF CHARLESTON,
 CHARLESTON COUNTY, SOUTH CAROLINA
 DATE: AUGUST 29, 2016 SCALE: N.T.S.

HLA INC.
 LAND PLANNING LANDSCAPE ARCHITECTURE
 CIVIL ENGINEERING SURVEYING
 29 Lennock Drive, A2 Charleston, SC 29407-4968
 tel: 843.753.1166 fax: 843.753.1499 web: www.hlainc.com

15000230 2507 21 A100 15000230

STATE OF SOUTH CAROLINA)
)
)
COUNTY OF CHARLESTON)

**EXCLUSIVE STORM
WATER DRAINAGE
EASEMENTS
CITY OF CHARLESTON**

This Agreement is made and entered into this _____ day of _____ 20____, by and between the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina (herein the “City”), and CENTEX HOMES, a Nevada general partnership _____ (herein the “Owner”).

WHEREAS, THE CITY OF CHARLESTON, is desirous of maintaining storm water drainage ditches and appurtenances ("Storm Water System") across a portion of _____ property identified by and designated as Charleston _____ County tax map number 307-00-00-009 _____ and to accomplish this objective, the City must obtain certain easements from the Owner permitting the maintenance of the Storm Water System through the referenced portion of _____ the Owner's property as hereinafter described; and

WHEREAS, the undersigned Owner of the property is desirous of cooperating with the City and is minded to grant unto it certain permanent and exclusive storm water drainage easements in and to the property necessary therefor.

NOW, THEREFORE, in consideration of the foregoing and the benefits to be derived by the drainage improvements to the property, the Owner has granted, bargained, sold, released and conveyed by these present and does grant, bargain, sell, release and convey unto the City of Charleston all of those certain New City of Charleston Drainage Easements (or D.E.) as such are identified on the above referenced portion of property and which are more fully shown on that certain plat entitled;

"FINAL PLAT SHOWING THE SUBDIVISION OF TMS NO. 307-00-00-009 (34.225 AC) TO CREATE CAROLINA BAY PHASE 21A CONTAINING 39 LOTS (7.045 AC), RIGHT OF WAYS (1.727 AC), H.O.A AREAS (8.979 AC) AND RESIDUAL TRACT (16.474 AC) PROPERTY OF CENTEX HOMES LOCATED IN THE CITY OF CHARLESTON, CHARLESTON COUNTY, SOUTH CAROLINA."

Prepared and executed by HLA, Inc. dated August 29, 2016,
revised on _____, and recorded on _____ in Plat
Book _____ at Page _____ in the RMC Office for Charleston _____, South Carolina (herein the "Plat").

A copy of said plat is attached heretofore as "Exhibit A" and incorporated herein.

SAID EXCLUSIVE STORM WATER DRAINAGE EASEMENTS having such size, shape, location, and butting and bounding as shown on said Plat, reference to which is hereby made for a more complete description.

The City shall at all times have the right of ingress and egress to the land affected by the said Exclusive and Permanent Storm Water Drainage Easements for purposes of periodic inspection, maintenance, repair and replacement of the Storm Water System. These Exclusive and Permanent Storm Water Drainage Easements shall be commercial in nature and shall run with the land.

The City has no obligation to repair, replace or to compensate the Owner for trees, plants, grass, shrubs or other elements damaged or destroyed within the confines of these Exclusive and Permanent Storm Water Drainage Easements during the conduct of its allowable activities as described above.

TO HAVE AND TO HOLD, all and singular, the said before mentioned unto the said CITY OF CHARLESTON, its successors and assigns, against Owner and its heirs and assigns, and all persons whomsoever lawfully claiming or to claim the same or any part thereof.

IN WITNESS WHEREOF, the parties have set the Hands and Seals the day and year above written.

WITNESSES:

CITY OF CHARLESTON

Witness #1

By: Laura Cabiness
Its: Public Service Director

Witness #2

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by _____, the _____ of the City of Charleston, a Municipal Corporation organized and existing pursuant to the laws of the State of South Carolina, on _____.

Signature: _____

Print Name of Notary: _____

Notary Public for _____

My Commission Expires: _____

SEAL OF NOTARY

WITNESSES:

OWNER: CENTEX HOMES, a Nevada general partnership

Witness #1

Name: Matthew Raines
Its: Division Vice President

Witness #2

STATE OF SOUTH CAROLINA)
COUNTY OF CHARLESTON)

ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me (the undersigned notary) by Matthew Raines, the Division Vice President of CENTEX HOMES, a Nevada general partnership, on behalf of the Owner on _____.

Signature: Meagan Whitlow

Print Name of Notary: Meagan Whitlow

Notary Public for South Carolina

My Commission Expires: 09-14-2025

SEAL OF NOTARY





CITY OF CHARLESTON
 Department of Public Service
 Engineering Division
 2 George Street, Suite 2100
 Charleston, SC 29401



ENCROACHMENT AGREEMENT REQUEST

Property Owner/Renter: Nemo, LLC

Mailing Address: 186 Seven Farms Drive, F#399

Email: chad.colman@amplifysc.net

City/State/Zip: Daniel Island, SC 29492

Telephone: 843-284-1175

Work: 843-284-1175

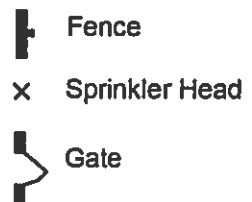
Cell: 843-284-1175

Contractor: TBD

Contact/Number/Email Giles Branch/843-881-0525/branchgn@earthsourceeng.com

DESCRIBE ENCROACHMENT

1. Description of encroachment: Permanent encroachment for roof overhangs, canopies, handrails, signage band
2. Method for securing: See exhibits
3. Property description and address where encroachment is requesting to be placed (Exhibit A):
880 Island Park Drive, TMS# 275-00-00-157
4. Drawing/sketches (to scale, submitted on 8.5"x11" sheets, multiple sheets if necessary) (Exhibit B) to include:
 - a. Plan view including the following if applicable: width of sidewalk; location of encroachments; location of any easements; any existing street fixtures; road width; driveway or sidewalk location; sprinkler head locations; and fence and gate locations. Utilize approved symbols for locations in blue or black ink. All other symbols should be defined in a key. Do not use highlighters.
 - b. Submittals for driveway encroachments are only applicable when non-standard materials are used in the right-of-way. Submittals for sidewalk encroachments are only applicable for any privately constructed, non-dedicated sidewalk in the right-of-way.
 - c. Elevation view (to scale)
 - d. Photograph
5. Business License, if applicable
6. B.A.R. approval, if applicable
7. Zoning approval, if applicable
8. Complete and execute Encroachment Agreement form. The form must be typed. Signatures in blue ink.
9. Two witnesses for signature and a notary on the completed Encroachment Agreement form, signed in blue ink.
10. Provide processing fee of \$25.00. Checks shall be made payable to the City of Charleston.
11. Provide recordation fee of \$5.00 per sheet if applicable, upon submission of application. Checks shall be made payable to the Register Mesne Conveyance for <county> County.



RECEIVED BY PUBLIC SERVICES: M Hedeon DATE: 12/21/16

*Note: Only complete applications will be accepted. All other applications will be returned. Any photocopies, facsimile, illegible, or incomplete applications and/or agreements **will not** be accepted.*

Applicant will be notified after the Public Works and Utilities Committee or Public Service Review meeting where a decision will be made with respect to the grantee's completed application.

STATE OF SOUTH CAROLINA

COUNTY OF CHARLESTON

TEMPORARY / PERMANENT
ENCROACHMENT AGREEMENT

THIS ENCROACHMENT AGREEMENT ("Agreement") is made in the County and City of Charleston, SC, on 21 day of December, 2016 by and between **The City of Charleston**, a South Carolina Municipal Corporation (hereinafter referred to as "City") and Nemo, LLC (hereinafter referred to as "Grantee").

Whereas, the City is the owner of the property, sidewalk, or right-of-way located at (property address) 880 Island Park Drive Daniel Island, SC 29492 in the City of Charleston, South Carolina ("Property"), and is more fully shown on Exhibit A, attached hereto and incorporated by reference herein; and

Whereas, Grantee desires to install/construct a (Describe Encroachment) TMS #: 275-00-00-157 Proposed permanent encroachment in the Central Island Street R/W and Island Park R/W. Encroachment includes a roof canopy overhang into the R/W, roof overhangs, handrails, signage band. ("Encroachment"); and

Whereas, Grantee desires to install/construct the Encroachments on the City's Property as shown on Exhibit B ("Encroachment Area") which is attached hereto and incorporated by reference herein; and

Whereas, the City is willing to permit the aforementioned Encroachment strictly in accordance with the terms and conditions herein.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained, the parties hereto agree as follows:

1. The aforesaid recitals are incorporated herein verbatim.
2. **No Interest in Encroachment Area.** The Grantee shall not acquire any right, title, or interest in or to the City's Property as fully described and depicted in Exhibit A or the portion thereof affected by this Agreement. Grantee understands and agrees that the Encroachment is for a permissive use only and that the placing of the Encroachment shall not operate to create or vest any property rights in Grantee.
3. **Access.** The City shall have free and complete access to the Property for maintenance and repair of the Property, and the Grantee shall hold harmless the City for any damage that may be done to the Encroachment by the City during maintenance and repair of the Property.
4. **Maintenance of Encroachment.** The Grantee shall maintain the Encroachment in a good and safe condition as long as the Encroachment remains on the Property. Further, the Grantee understands and acknowledges that should the Grantee damage and/or disturb the Property and/or the Encroachment, the Grantee shall be solely responsible for repairing the destroyed/disturbed Property and the Encroachment to the City's satisfaction.
 - a. ☐ If this box is checked by the City, a general liability insurance policy with combined single liability limits for personal injury or death and property damage in the amount of \$1,000,000.00 per occurrence shall be required by the Grantee naming the City as an additional insured. Grantee agrees to provide proof of such policy to the City prior to the installation of the Encroachment.
5. **Indemnification.** Grantee shall indemnify, defend, and hold harmless the City against any and all claims or suits for damages or injury arising from Grantee's Encroachment or use of the Encroachment or from any activity, work, or act done, permitted, or suffered by Grantee in or about the Encroachment, and shall further indemnify, defend, and hold harmless the City against and from any and all claims or suits arising from any breach or default of any performance of any obligation of Grantee hereunder, and against and from all costs, attorney's fees, expenses, and liabilities related to any claim or any action or proceeding brought within the scope of this indemnification.
6. **Assignment.** Grantee shall not assign this Agreement without the prior written consent of the City.
7. **Successors and Assigns.** This Agreement shall be binding upon the Grantee, its successors, and assigns.
8. **Removal of Encroachment.** Any unlawful encroachments existing in the public right-of-way shall be subject to removal and the owner shall be responsible for labor and costs associated with such removal. Any encroachments existing in the public right-of-way shall be removed upon twenty-four (24) hours notice given by the Department of Public Service when such removal is necessary to repair or improve the right-of-way. If it is necessary to remove the encroachment(s), the owner shall be responsible for labor and costs associated with removal and reinstallation. In the event that the City Police, Fire, Public Service or Traffic and Transportation departments determine that the location of an encroachment constitutes an immediate physical danger to life, safety, or health, the encroachment may be removed immediately without prior notice. If the city removes an encroachment, a notice of removal shall be sent to the owner as soon as practicable under the circumstances. Any abandoned encroachment shall

be subject to removal. For purposes hereof, "abandoned" shall mean the vacating of the premises by the encroachment's owner/applicant for a period of seven (7) consecutive days or more. Any costs incurred to the City in restoring the public right-of-way to the condition that existed prior to the encroachment shall be the responsibility of the encroachment owner/applicant.

9. **Notice.** All notices required herein shall be sent via First Class U.S. Mail with postage prepaid thereon to the parties as follows:

To City:	To Grantee:
Department of Public Service	<u>Nemo, LLC-Chad Colman</u>
Engineering Division	<u>186 Seven Farms Drive, F#399</u>
2 George Street, Suite 2100	<u>Daniel Island, SC 29492</u>
Charleston, South Carolina 29401	
Location of Encroachment <u>880 Island Park Drive, TMS# 275-00-00-157</u>	

Notices shall be deemed effectively served upon the deposit in the United States Mail.

10. Applicable Law. This Agreement, and the rights and obligations of the parties hereto, shall be construed and enforced in accordance with the municipal ordinances of the City of Charleston and the laws of the State of South Carolina.

11. Entire Agreement. This Agreement contains the entire agreement between the parties hereto. No promise, representation, warranty or covenant not included in this Agreement has been or is relied on by any party hereto.

IN WITNESS WHEREOF, both parties have caused this to be duly executed this Temporary / Encroachment Agreement as of the date first above written and agree to all provisions as stipulated above.

SIGNED AND DELIVERED IN THE PRESENCE OF:	THE CITY OF CHARLESTON
_____	BY: _____
_____	Mayor/Director of Public Services Department
Witnesses of the Mayor/Director of Public Services Department	
The foregoing instrument was acknowledged before me by its maker.	
Signature of Notary _____	Commission Expires _____

SIGNED AND DELIVERED IN THE PRESENCE OF:	THE GRANTEE
<u>Cathy [Signature]</u>	BY: <u>Chad [Signature]</u> Managing Director
<u>William Fishburne [Signature]</u>	Grantee
Witnesses of Grantee's Signature	Printed Name <u>Chad S. Colman</u>
The foregoing instrument was acknowledged before me by its maker.	
<u>Claire Silwanowicz [Signature]</u>	<u>August 27, 2025</u>
Signature of Notary	Commission Expires



Committee on Public Works Decision

☐ Approved ☐ Disapproved

Date _____

Conditions and/or Restrictions are described on the sheet labeled "Encroachment Inspection Review" or "Encroachment Checklist". Please refer to that for Maintenance Requirements and Construction Standards. Additional Conditions: _____

Exhibit A

proj: DI Square – Phase 1
re: Encroachment Permit Submittal
date: November 28, 2016
comm: 1613.00



Property Description and Address Where Encroachment is Requesting to be Placed

Project Information:

Project / Site Name: Daniel Island Square - Phase I
Location: 880 Island Park Drive
Daniel Island, SC 29492
T.M.S.#: 275-00-00-157
Latitude: 32° 51' 46.51"
Longitude: 79° 54' 25.41"

Project Description:

This project is new construction of a four-story building, including a restaurant on the first floor with 3 floors of office space above. New sidewalks will be placed along Island Park Drive (south of the building) and Central Island Street (east of the building). A new parking lot will be constructed north of the building, and a new paved courtyard will be constructed to the west to provide outdoor patio seating for the restaurant.

Existing Adjacent Property

North Border: Commercial Development
East Border: Central Island Street
South Border: Island Park Drive
West Border: Commercial Development

Refer to Exhibit B for explanation of requested encroachments.
Refer to Exhibits C, D, E, & F for diagrams of plans & elevations to illustrate encroachment locations.

Exhibit B

proj: DI Square – Phase 1
re: Encroachment Permit Submittal
date: December 9, 2016
comm: 1613.00



This document (Exhibit B) is provided to supplement the Encroachment Permit application. Below is a list of the requested encroachments (1-4) and a description of the encroachments shown on each of the attached exhibits (Exhibits C, D, E, and F).

The requested permanent encroachments are as follows:

1. Edge of High Roof extends beyond East property line by 2'-4" max
2. Edge of Canopy extends beyond East property line by 1'-10" max
3. Signage Band extends beyond South property line by 5'-0" max
4. Handrails extend beyond East and South property line by 1'-0" max

Exhibit C

Plan Diagram for Permanent Encroachments, including Signage, Canopy & Roof

- a. Edge of High Roof extends beyond East property line
- b. Edge of Canopy extends beyond East property line
- c. Signage Band extends beyond South property line

Exhibit D

Plan Diagram for Permanent Encroachments, including Handrails

- a. Handrails extend beyond East property line
- b. Handrails extend beyond South property line

Exhibit E

East Elevation showing Permanent Encroachments

- a. Edge of High Roof extends beyond East property line
- b. Edge of Canopy extends beyond East property line
- c. Signage Band extends beyond South property line
- d. Handrails extend beyond East and South property lines

Exhibit F

South Elevation showing Permanent Encroachments

- a. Edge of High Roof extends beyond East property line
- b. Edge of Canopy extends beyond East property line
- c. Signage Band extends beyond South property line
- d. Handrails extend beyond East and South property lines

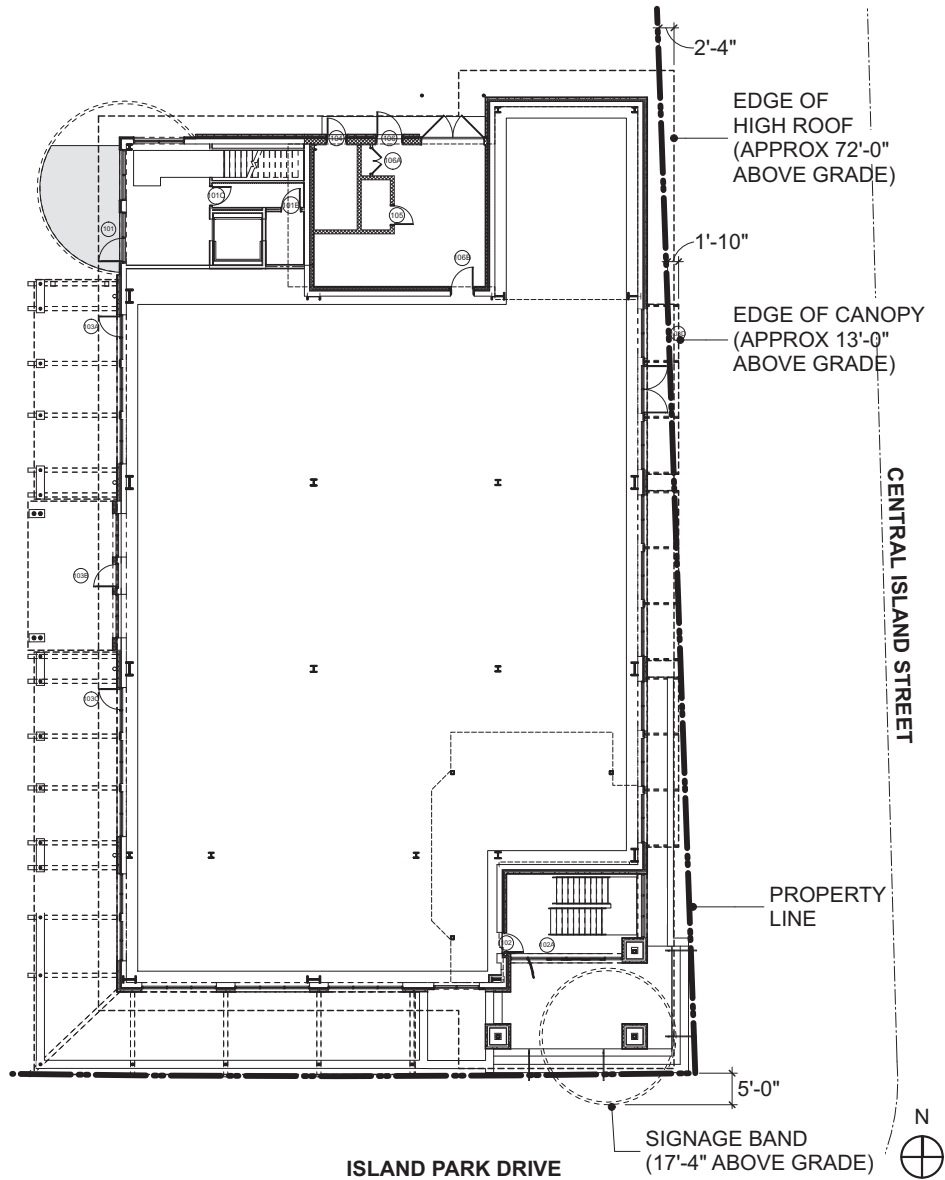


Exhibit C

Plan Diagram for Permanent Encroachments, including Signage, Canopy & Roof

- Edge of High Roof extends beyond East property line
- Edge of Canopy extends beyond East property line
- Signage Band extends beyond South property line



STUBBS MULBROW HERIN architects, inc.
400 Hibben Street • Mount Pleasant, SC • 29464
843 881 7642 • 843 884 5021 fax • www.smha.com

Daniel Island Square - Phase I

Job Number: 1613.00

Scale: 1" = 20'-0"

EXHIBIT C: PLAN DIAGRAM FOR SIGNAGE, CANOPY & ROOF ENCROACHMENT

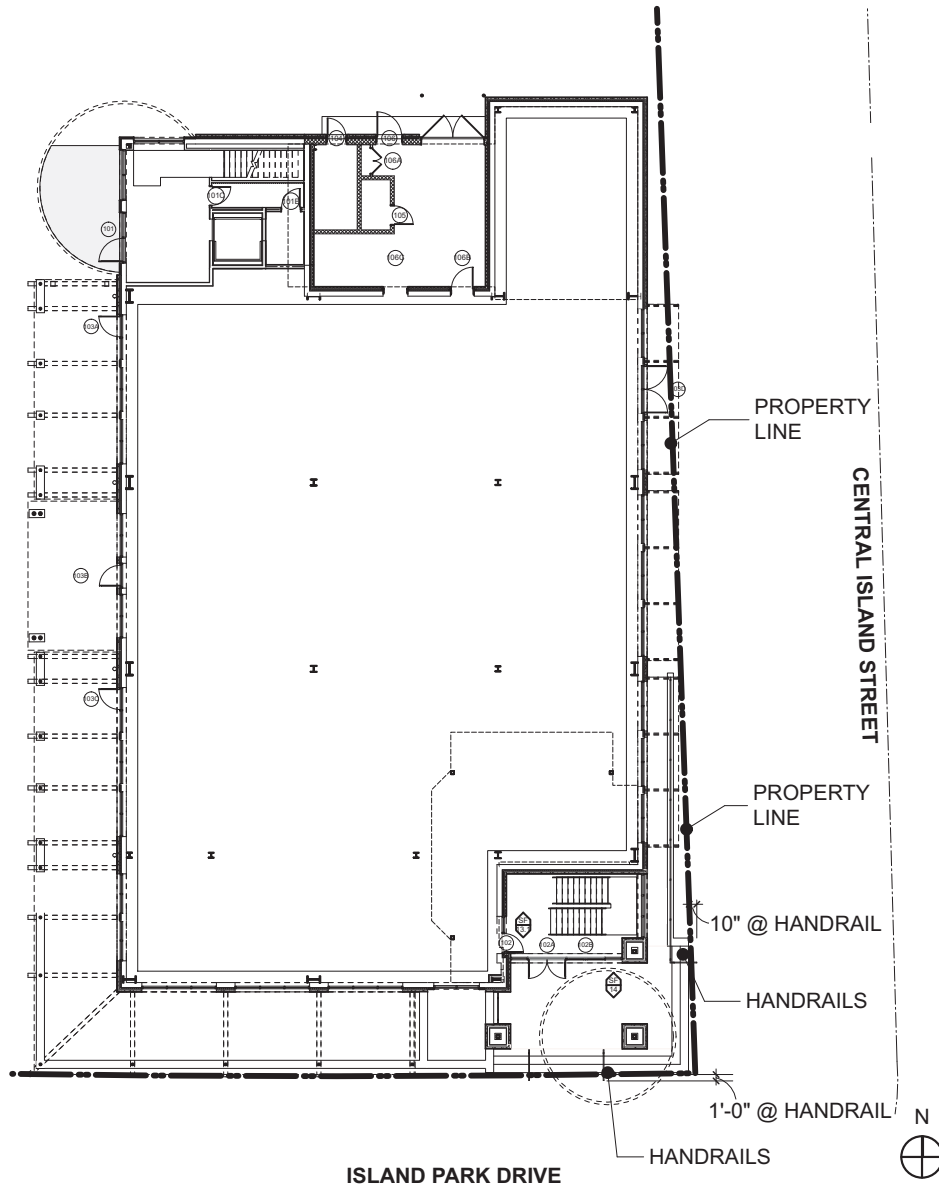


Exhibit D

Plan Diagram for Permanent Encroachments - Handrails

- Handrails extend beyond East property line
- Handrails extend beyond South property line



STUBBS MULBROW HERIN architects, inc.
400 Hibben Street • Mount Pleasant, SC • 29464
843 881 7642 • 843 884 5021 fax • www.smha.com

Daniel Island Square - Phase I

Job Number: 1613.00

Scale: 1" = 20'-0"

EXHIBIT D: PLAN DIAGRAM FOR HANDRAIL ENCROACHMENT

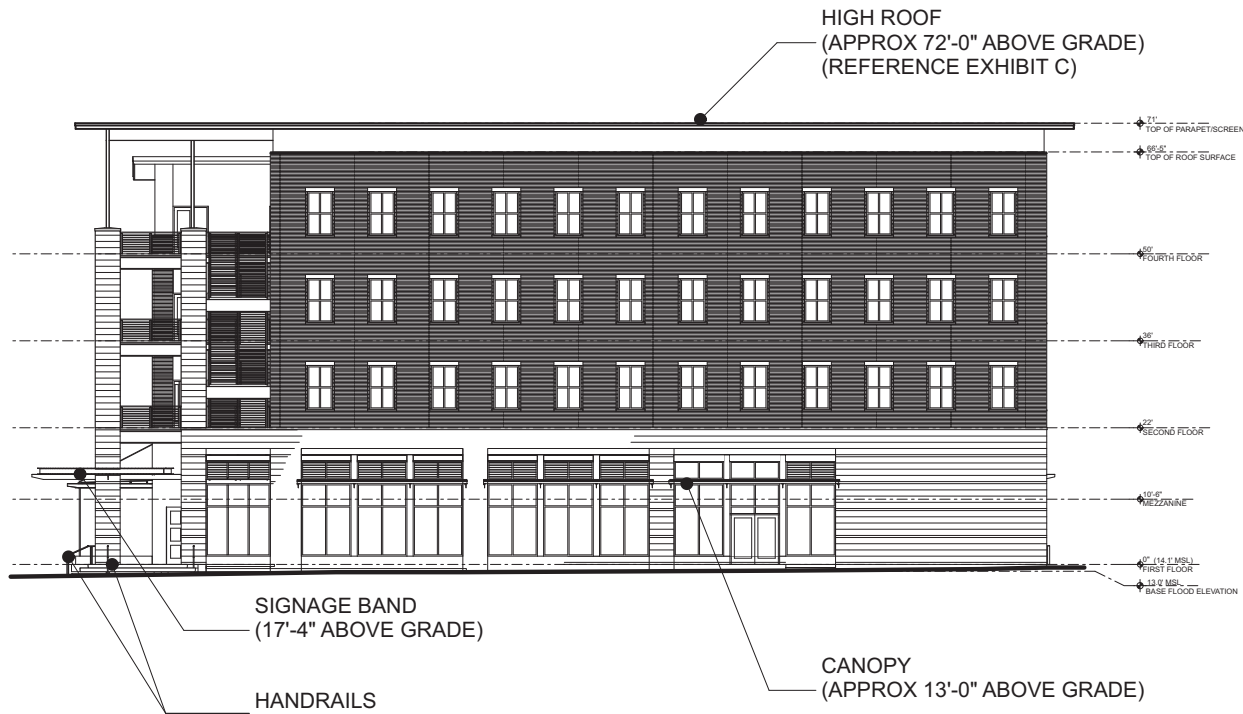


Exhibit E

East Elevation showing Permanent Encroachments

- Edge of High Roof extends beyond East property line
- Edge of Canopy extends beyond East property line
- Signage Band extends beyond South property line
- Handrails extend beyond East and South property lines



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843 881 7642 • 843 884 5021 fax • www.smha.com

Daniel Island Square - Phase I

Job Number: 1613.00

Scale: 1" = 20'-0"

EXHIBIT E: EAST ELEVATION (CENTRAL ISLAND STREET)

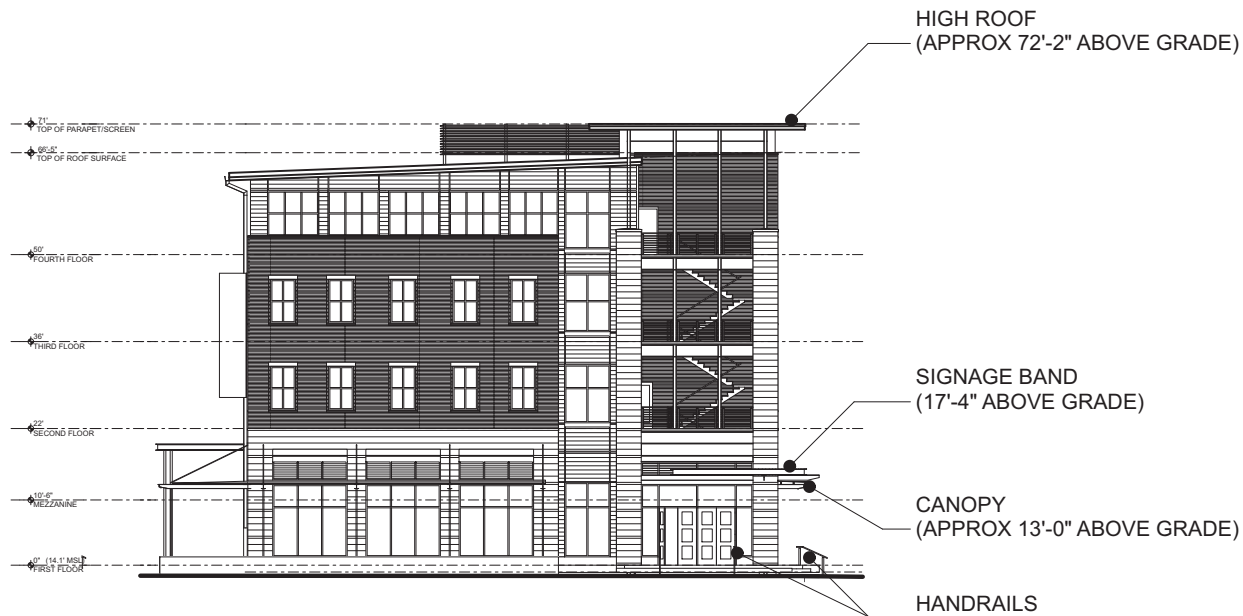


Exhibit F

South Elevation showing Permanent Encroachments

- Edge of High Roof extends beyond East property line
- Edge of Canopy extends beyond East property line
- Signage Band extends beyond South property line
- Handrails extend beyond East and South property lines



STUBBS MULDRUP HERIN architects, inc.
400 Hibben Street • Mount Pleasant, SC • 29464
843 881 7642 • 843 884 5021 fax • www.smha.com

Daniel Island Square - Phase I

Job Number: 1613.00

Scale: 1" = 20'-0"

Date: November 28, 2016

EXHIBIT F: SOUTH ELEVATION (ISLAND PARK DRIVE)



ENCROACHMENT INSPECTION REPORT

City of Charleston
Department of Public Service
Engineering
2 George St., Charleston, SC 29401
Phone (843) 724- 3782
Fax (843) 724-7198

Other fixtures not otherwise listed encroaching on the right-of-way or an easement (Revised 17/22/2015)

Authorization: Encroachments in General: Code of Ordinances of the City of Charleston-Chapter 28, Article III, Sections 36-55; Code of Ordinances of the City of Charleston-Chapter 27, Article I, Sections 1-39; Code of Ordinances of the City of Charleston-Chapter 27, Article II, Sections 85-98; Specific References - Stormwater Design Standards Manual - Open Channel Hydraulics - 3.7-9., Open Conveyances - 3.8.2

Encroachment Location: 880 Island Park Drive

Type of Encroachment: Bldg Roof Overhand

Type of Maintenance: none

Inspector: Hooper

Description/Comments/Recommendations:

Recommendation by Deputy Director Operations: _____

Recommendation by Stormwater Representative: _____

Recommend Approval as Submitted by Signature: _____

Recommend Denial (state reason) by Signature: _____